

EXHIBIT B

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☐ **H 3. Nichols v. Life Ins. Co. of Georgia,**
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8. Liability of Corporation for Torts
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☐ **C 4. Progressive Cas. Ins. Co. v. Blythe,** 350 So.2d 1062, Ala.Civ.App., Oct 19, 1977

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☐ **C 5. Hill v. Raney Ins. Agency of Anderson, Inc.,** 474 So.2d 738, Ala.Civ.App., Jul 03, 1985

...**INSURANCE** AGENCY OF ANDERSON, INC. Civ. 4772. July 3, 1985. Action was brought by automobile **insurance agent** to recover premiums from **insured**. The Circuit Court, Lauderdale County, J. Edward Tease, J., rendered judgment in favor of **agent**, and **insured** appealed. The Court of Civil Appeals, Edward N. Scruggs, Retired Circuit Judge, held that: (1) testimony of owner and operator of **insurance** agency was sufficient to establish that there was a contract for **insurance** between **agent** and **insured**, and trial court's findings regarding same were not clearly wrong, and (2) **insured's** statute of **frauds** ...

☐ **P 6. American Pioneer Life Ins. Co. v. Sandlin,** 470 So.2d 657, Ala., Apr 12, 1985

...**insurance fraud** case arising from sale of annuity, any error in instruction that statute of limitations would begin to run at any time when **insured** should have discovered **fraud**, which referred to **insurance** company whose **agent** persuaded **insured** to purchase annuity, but which did not refer to insurer which issued annuity, was harmless, since jury found in favor of **insured** on question of whether he would have discovered **fraud** prior to time his banker told him policy would not support a loan and since statute of limitations began to run

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☐ **C 8. State Ins. Dept. v. Howell,**
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☐ **11. Mitchell v. Southern Guar. Ins. Co.,**
485 So.2d 1138, Ala., Feb 28, 1986

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☐ **12. Watson v. Prudential Ins. Co. of America,**

399 So.2d 285, Ala., May 28, 1981

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☐ **H 13. Cincinnati Ins. Co. v. City of Talladega,**
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☐ **14. Booker v. United American Ins. Co.,**
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☐ **C 15. Broadus v. Essex Ins. Co.,**
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☐ **17. Guinn v. American Integrity Ins. Co.,**
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☐ **18. Alabama Farm Bureau Mut. Cas. Ins. Co. v. Griffin,**
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□ **H 19. Gulf Gate Management Corp. v. St. Paul Surplus Lines Ins.**

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646 So.2d 654, Ala., Aug 26, 1994

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□ **▶ 20. American Pioneer Life Ins. Co. v. Williamson,**

681 So.2d 1040, 130 Lab.Cas. P 57,990, Ala., Jun 23, 1995

...**Insurance** 217XXXI Civil Practice and Procedure 217k3578 k. Questions of Law or Fact. (Formerly 184k64(1)) **Insurance agent**, who sued insurer after insurer informed **agent** that he had forfeited all commissions because his policyholder had switched to policy of another insurer, submitted sufficient evidence of **insurer's fraud** to warrant court's submitting the **fraud** claim to jury where **agent** offered testimony that insurer entered into contract with **agent** knowing that if **agent** merely replaced **insurance** policy with policy provided by another insurer, then insurer would consider **agent** to have "induced" replacement, without any investigation by insurer, and would therefore be forced to forfeit all commissions, even if **agent** did not induce policyholder to change policies. [2] 217 **Insurance** 217XI **Agents** and Agency 217XI(C) **Agents** for Insurers 217k1650 Duties and Liabilities of Insurer to **Agent** 217k1652 Compensation 217k1652(8) k. Actions for Compensation. (Formerly 184k62) Punitive damages of \$3 million, awarded to **insurance agent**...

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